

EXHIBIT 13

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WAYMO LLC

Plaintiff,

vs.

UBER TECHNOLOGIES, INC.;
OTTOMOTTO, LLC; OTTO TRUCKING
LLC

Defendants.

Case No. 3:17-cv-00939-JCS

**PLAINTIFF WAYMO LLC’S FIRST SET
EXPEDITED INTERROGATORIES
PURSUANT TO PARAGRAPH SIX OF
THE MAY 11, 2017 PRELIMINARY
INJUNCTION ORDER (NOS. 1-9)**

Honorable William H. Alsup

**PLAINTIFF’S FIRST SET OF EXPEDITED INTERROGATORIES
PURSUANT TO PARAGRAPH SIX OF THE MAY 11, 2015 PRELIMINARY
INJUNCTION ORDER (DKT. 433)**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and the Court’s order granting further expedited discovery (Dkt. 433 at 25 ¶ 6), Plaintiff Waymo LLC (“Waymo”) requests that Defendants Uber Technologies, Inc. (“Uber”), Ottomotto, LLC (“Ottomotto”), and Otto Trucking LLC (“Otto Trucking”) (collectively “Defendants”) answer under oath the following interrogatories within fourteen (14) calendar days of service. Defendants are subject to

1 a duty to timely supplement all responses to these interrogatories in accordance with Rule 26(e) of
2 the Federal Rules of Civil Procedure.

3 **DEFINITIONS**

4 1. “WAYMO” means Waymo LLC and its officers, directors, current and former
5 employees, counsel, agents, consultants, representatives, and any other persons acting on behalf of
6 any of the foregoing, and WAYMO’s affiliates, parents, divisions, joint ventures, licensees,
7 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
8 foreign or domestic, that are owned or controlled by WAYMO, and all predecessors and
9 successors in interest to such entities, and any entity owned in whole or in part by, affiliated with,
10 or controlled in whole or in part by WAYMO.

11 2. “GOOGLE” means Google Inc. and its officers, directors, current and former
12 employees, counsel, agents, consultants, representatives, and any other persons acting on behalf of
13 any of the foregoing, and GOOGLE’s affiliates, parents, divisions, joint ventures, licensees,
14 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
15 foreign or domestic, that are owned or controlled by GOOGLE, and all predecessors and
16 successors in interest to such entities, and any entity owned in whole or in part by, affiliated with,
17 or controlled in whole or in part by GOOGLE.

18 3. “UBER” means Uber Technologies, Inc. and its officers, directors, current and
19 former employees, counsel, agents, consultants, representatives, and any other persons acting on
20 behalf of any of the foregoing, and UBER’s affiliates, parents, divisions, joint ventures, licensees,
21 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
22 foreign or domestic, that are owned or controlled by UBER, and all predecessors and successors in
23 interest to such entities, and any entity owned in whole or in part by, affiliated with, or controlled
24 in whole or in part by UBER.

25 4. “OTTOMOTTO” means Ottomotto LLC and its officers, directors, current and
26 former employees, counsel, agents, consultants, representatives, and any other persons acting on
27 behalf of any of the foregoing, and OTTOMOTTO’s affiliates, parents, divisions, joint ventures,
28 licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities,

1 whether foreign or domestic, that are owned or controlled by OTTOMOTTO, and all predecessors
2 and successors in interest to such entities, and any entity owned in whole or in part by, affiliated
3 with, or controlled in whole or in part by OTTOMOTTO. For the avoidance of doubt,
4 OTTOMOTTO includes all former names under which OTTOMOTTO operated, including
5 without limitation 280 Systems, Inc., 280 Systems, LLC, and Ottomotto, Inc.

6 5. "OTTO TRUCKING" means Otto Trucking LLC and its officers, directors,
7 current and former employees, counsel, agents, consultants, representatives, and any other persons
8 acting on behalf of any of the foregoing, and OTTO TRUCKING's affiliates, parents, divisions,
9 joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any
10 other legal entities, whether foreign or domestic, that are owned or controlled by OTTO
11 TRUCKING, and all predecessors and successors in interest to such entities, and any entity owned
12 in whole or in part by, affiliated with, or controlled in whole or in part by OTTO TRUCKING.

13 6. "DEFENDANTS" means UBER, OTTOMOTTO, and OTTO TRUCKING.

14 7. "ODIN WAVE" means Odin Wave, LLC and its officers, directors, current and
15 former employees, counsel, agents, consultants, representatives, and any other persons acting on
16 behalf of any of the foregoing, and ODIN WAVE's affiliates, parents, divisions, joint ventures,
17 licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities,
18 whether foreign or domestic, that are owned or controlled by ODIN WAVE, and all predecessors
19 and successors in interest, and any entity owned in whole or in part by, affiliated with, or
20 controlled in whole or in part by ODIN WAVE.

21 8. "TYTO" means Tyto Lidar LLC, and its officers, directors, current and former
22 employees, counsel, agents, consultants, representatives, and any other persons acting on behalf of
23 any of the foregoing, and TYTO's affiliates, parents, divisions, joint ventures, licensees,
24 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
25 foreign or domestic, that are owned or controlled by TYTO, and all predecessors and successors in
26 interest, and any entity owned in whole or in part by, affiliated with, or controlled in whole or in
27 part by TYTO.

28 9. "LEVANDOWSKI" means Anthony Levandowski.

1 10. “GORILLA CIRCUITS” means Gorilla Circuits, and its officers, directors, current
2 and former employees, counsel, agents, consultants, representatives, and any other persons acting
3 on behalf of any of the foregoing, and GORILLA CIRCUITS’s affiliates, parents, divisions, joint
4 ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other
5 legal entities, whether foreign or domestic, that are owned or controlled by GORILLA
6 CIRCUITS, and all predecessors and successors in interest, and any entity owned in whole or in
7 part by, affiliated with, or controlled in whole or in part by GORILLA CIRCUITS.

8 11. “POUCH HOLDINGS” means Pouch Holdings LLC, and its officers, directors,
9 current and former employees, counsel, agents, consultants, representatives, and any other persons
10 acting on behalf of any of the foregoing, and POUCH HOLDING’s affiliates, parents, divisions,
11 joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any
12 other legal entities, whether foreign or domestic, that are owned or controlled by POUCH
13 HOLDINGS, and all predecessors and successors in interest, and any entity owned in whole or in
14 part by, affiliated with, or controlled in whole or in part by POUCH HOLDINGS.

15 12. “DOGWOOD LEASING” means Dogwood Leasing, LLC, and its officers,
16 directors, current and former employees, counsel, agents, consultants, representatives, and any
17 other persons acting on behalf of any of the foregoing, and DOGWOOD LEASING’s affiliates,
18 parents, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in
19 interest, and any other legal entities, whether foreign or domestic, that are owned or controlled by
20 DOGWOOD LEASING, and all predecessors and successors in interest, and any entity owned in
21 whole or in part by, affiliated with, or controlled in whole or in part by DOGWOOD LEASING.

22 13. “APPARATE INTERNATIONAL” means Apparate International C.V., and its
23 officers, directors, current and former employees, counsel, agents, consultants, representatives,
24 and any other persons acting on behalf of any of the foregoing, and APPARATE
25 INTERNATIONAL’s affiliates, parents, divisions, joint ventures, licensees, franchisees, assigns,
26 predecessors and successors in interest, and any other legal entities, whether foreign or domestic,
27 that are owned or controlled by APPARATE INTERNATIONAL, and all predecessors and
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1 successors in interest, and any entity owned in whole or in part by, affiliated with, or controlled in
2 whole or in part by APPARATE INTERNATIONAL.

3 14. "STROZ" means Stroz Friedberg, LLC, and its officers, directors, current and
4 former employees, counsel, agents, consultants, representatives, and any other persons acting on
5 behalf of any of the foregoing, and STROZ's affiliates, parents, divisions, joint ventures,
6 licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities,
7 whether foreign or domestic, that are owned or controlled by STROZ, and all predecessors and
8 successors in interest, and any entity owned in whole or in part by, affiliated with, or controlled in
9 whole or in part by STROZ.

10 15. "KSHIRSAGAR" means Sameer Kshirsagar.

11 16. "RADUTA" means Radu Raduta.

12 17. "MISAPPROPRIATED MATERIALS" refers to all GOOGLE and WAYMO
13 DOCUMENTS and materials, whether digital or physical, and regardless of the manner stored, for
14 which any current or former employee of DEFENDANTS retained possession, without
15 authorization of either GOOGLE or WAYMO, after the employee ended his or her employment
16 with GOOGLE/WAYMO. Without limitation, MISAPPROPRIATED MATERIALS includes at
17 least: (i) each of the more than 14,000 digital files downloaded by LEVANDOWSKI on or about
18 December 11, 2015 from the SVN repository; (ii) each file copied by LEVANDOWSKI from his
19 GOOGLE laptop to an RDF5 USB 3.0 card reader on or about December 14, 2015; (iii) each of
20 the five files titled: [REDACTED]

21 [REDACTED] that were exported by
22 LEVANDOWSKI from Google Drive to a personal device on or about January 4, 2016; (iv) the
23 file titled: Chauffer TL weekly updates – Q4 2015 exported by LEVANDOWSKI from Google
24 Drive to a personal device on or about January 11, 2016; (v) the file titled [REDACTED]
25 [REDACTED] that was exported by LEVANDOWSKI from Google Drive to a personal device on or
26 about November 19, 2016; (vi) the file titled [REDACTED] that was exported
27 by LEVANDOWSKI from Google Drive to a personal device on or about November 4, 2016;
28 each of the five files titled: [REDACTED]

1 [REDACTED]
2 [REDACTED] that were exported by KSHIRSAGAR from Google Drive in or around June and July
3 2016; (vii) each of the three files titled: [REDACTED]
4 [REDACTED] and automation vendors that were exported by RADUTA from Google Drive on
5 or around July 28, 2016.

6 18. "LiDAR" means Light Detection and Ranging.

7 19. "OTTOMOTTO MERGER AGREEMENT" is the DOCUMENT produced at
8 UBER00016453 and all DOCUMENTS appurtenant to that agreement including the
9 OTTOMOTTO DISCLOSURE SCHEDULES produced at UBER00016983.

10 20. "OTTO TRUCKING MERGER AGREEMENT" is the DOCUMENT produced at
11 UBER00016757 and all DOCUMENTS appurtenant to that agreement including the OTTO
12 TRUCKING DISCLOSURE SCHEDULES produced at UBER00016974.

13 21. "INDEMNITY CONSTRUCT" is the DOCUMENT produced at UBER00016432.

14 22. ACQUISITION DOCUMENTS are the OTTOMOTTO MERGER AGREEMENT,
15 the OTTO TRUCKING MERGER AGREEMENT, the INDEMNITY CONSTRUCT, and other
16 DOCUMENTS REGARDING UBER'S acquisition of OTTOMOTTO and OTTO TRUCKING.

17 23. "DUE DILIGENCE REPORT" is the due diligence report prepared by STROZ in
18 connection with UBER's acquisition of OTTO and OTTO TRUCKING, and all DOCUMENTS or
19 exhibits attached thereto.

20 24. "DOCUMENTS" shall INCLUDE, without limitation, all written, graphic or
21 otherwise recorded material, INCLUDING without limitation, electronically stored information
22 regardless of the form of storage medium, microfilms or other film records or impressions, tape
23 recordings or computer cards, floppy disks or printouts, any and all papers, photographs, films,
24 recordings, memoranda, books, records, accounts, communications, letters, telegrams,
25 correspondence, notes of meetings, notes of conversations, notes of telephone calls, inter-office
26 memoranda or written communications of any nature, recordings of conversations either in
27 writings or upon any mechanical or electrical recording devices, INCLUDING e-mail, notes,
28 papers, reports, analyses, invoices, canceled checks or check stubs, receipts, minutes of meetings,

1 time sheets, diaries, desk calendars, ledgers, schedules, licenses, financial statements, telephone
2 bills, logs, and any differing versions of any of the foregoing, whether so denominated, formal,
3 informal or otherwise, as well as copies of the foregoing which differ in any way, INCLUDING
4 by the addition of handwritten notations or other written or printed matter of any nature, from the
5 original. The foregoing specifically INCLUDES information stored in a computer database and
6 capable of being generated in documentary form, such as electronic mail, text messages (i.e., SMS
7 messages), other electronic messages including messages sent or received via Slack, WhatsApp,
8 Google Hangouts, Facebook Messenger, and the like.

9 25. "COMMUNICATIONS" shall mean, without limitation, any transmission,
10 conveyance or exchange of a word, statement, fact, thing, idea, DOCUMENT, instruction,
11 information, demand or question by any medium, whether by written, oral or other means,
12 including but not limited to, electronic communications and electronic mail ("e-mail").

13 26. "THING" means any tangible object, other than a DOCUMENT.

14 27. "PERSON" means to any individual, corporation, proprietorship, association, joint
15 venture, company, partnership or other business or legal entity, including governmental bodies and
16 agencies. The masculine includes the feminine and vice versa; the singular includes the plural and
17 vice versa.

18 28. "REGARDING," shall mean relating to, referring to, mentioning, reflecting,
19 pertaining to, evidencing, involving, describing, discussing, commenting on, embodying,
20 responding to, supporting, contradicting, or constituting (in whole or in part), as the context makes
21 appropriate.

22 29. "INCLUDE" and "INCLUDING" shall mean including without limitation.

23 30. Use of the singular also INCLUDES the plural and vice-versa.

24 31. The words "or" and "and" shall be read in the conjunctive and in the disjunctive
25 wherever they appear, and neither of these words shall be interpreted to limit the scope of these
26 Requests for Production.

27 32. The use of a verb in any tense shall be construed as the use of the verb in all other
28 tenses.

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- a. the basis on which the privilege is claimed;
- b. the names and positions of the author of the document and all other persons participating in the preparation of the document;
- c. the name and position of each individual or other person to whom the document, or a copy thereof, was sent or otherwise disclosed;
- d. the date of the document;
- e. a description of any accompanying material transmitted with or attached to such document;
- f. the number of pages in such document;
- g. the particular Interrogatory to which such document is responsive; and
- h. whether any business or non-legal matter is contained or discussed in such document.

34. DEFENDANTS' obligation to respond to these interrogatories is continuing and its responses are to be supplemented to include subsequently acquired information in accordance with the requirements of Rule 26(e) of the Federal Rules of Civil Procedure.

INTERROGATORIES

INTERROGATORY NO. 1:

IDENTIFY the locations and custody of all known copies of THE DOWNLOADED MATERIALS, or any documents describing THE DOWNLOADED MATERIALS. If any of the copies have no longer exist, explain DEFENDANTS' full knowledge as to the destruction.

INTERROGATORY NO. 2:

IDENTIFY all Diligenced Employees and the date(s) they became Diligenced Employees (as that term is used in the OTTOMOTTO MERGER AGREEMENT).

INTERROGATORY NO. 3:

IDENTIFY all Uber Devices and Non-Uber Devices (as those terms are defined in UBER00006444) that LEVANDOWSKI has used to access any of DEFENDANTS' Networks (as that term is defined in UBER00006444), or that LEVANDOWSKI could have used to access any of DEFENDANTS' Networks (as that term is defined in UBER00006444).

INTERROGATORY NO. 4:

Describe the ownership of TYTO and/or ODIN WAVE, INCLUDING the identity of all PERSONS with current or former ownership interests in TYTO and/or ODIN WAVE, that PERSON's current or former ownership interest(s), and the agreements creating or modifying those ownership interests.

INTERROGATORY NO. 5:

Describe all compensation (whether actual or conditional) discussed, conveyed or promised by DEFENDANTS to LEVANDOWSKI at any time, INCLUDING (without limitation) the DEFENDANT who discussed, conveyed or promised the compensation, the nature of the compensation, the date the compensation was promised and/or conveyed, the amount of the compensation, any conditions, contingencies, clawback rights or reservations associated with the compensation.

INTERROGATORY NO. 6:

Describe DEFENDANTS' efforts to preserve evidence relevant to THIS CASE, INCLUDING (without limitation) when DEFENDANTS instituted any litigation hold(s) REGARDING THIS CASE, how DEFENDANTS implemented any litigation hold, all PERSONS who received any litigation hold, when each PERSON received each litigation hold, which PERSON(S) was responsible for monitoring compliance with each litigation hold, and any instances of non-compliance with such litigation hold.

INTERROGATORY NO. 7:

For each of DEFENDANTS' past and present officers, directors, and employees identified in response to the Court's April 4, 2017 Order (Dkt. 144) as having had LiDAR-related responsibilities or projects, identify all LiDAR-related projects that the PERSON has worked on, INCLUDING (without limitation) any LiDAR-related projects involving third parties.

INTERROGATORY NO. 8:

Describe all consulting work performed by LEVANDOWSKI for UBER before August 18, 2016, INCLUDING the terms of the consulting and any compensation arrangements.

1 **INTERROGATORY NO. 9:**

2 Identify in detail all COMMUNICATIONS between DEFENDANTS and
3 LEVANDOWSKI or anyone acting on his behalf relating to the Court's May 11, 2017 Order
4 Granting in Part and Denying in Part Waymo's Motion for a Preliminary Injunction, including
5 LEVANDOWSKI's May 18, 2017 Motion to Intervene, by identifying for each such
6 COMMUNICATION: its date, its form (i.e. oral or in writing, and if in writing the form of
7 writing), the individuals involved, its substance, and if in writing its production number.

8
9 DATED: May 22, 2017

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

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12 By: /s/ Charles K. Verhoeven
13 Charles K. Verhoeven
14 Attorneys for Plaintiff WAYMO LLC.
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PROOF OF SERVICE

I, Andrea Pallios Roberts, am employed in the County of San Mateo, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 555 Twin Dolphin Drive, 5th Floor, Redwood Shores, CA 94065.

On May 22, 2017, I served true copies of the following document(s) described as “Plaintiff Waymo LLC’s First Set of Expedited Interrogatories Pursuant to Paragraph Six of the May 11, 2017 Preliminary Injunction Order” on the interested parties in this action as follows:

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15 **BY ELECTRONIC MAIL TRANSMISSION:** by electronic mail transmission from
16 andreaproberts@quinnemanuel.com on May 22, 2017, by transmitting a PDF format copy of such
17 document(s) to each such person at the e mail address listed above. The document(s) was/were
18 transmitted by electronic transmission and such transmission was reported as complete and
19 without error.

20 Executed on May 22, 2017, at Redwood Shores, California.

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22 /s/ Andrea Pallios Roberts
Andrea Pallios Roberts
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